B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

In re LEHMAN BROTHERS HOLDINGS INC.

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Morgan Stanley & Co. International plc

Name of Transferee

Name and Address where notices to transferee should be sent: Morgan Stanley & Co. International plc 25, Cabot Square, Canary Wharf, London E14 4QA

With a copy to: Richards Kibbe & Orbe L.L.P. One World Financial Center New York, NY 10281-1003 Fax: 212-530-1801 Attn: Managing Clerk Four Winds International Ltd
Name of Transferor

Court Claim # (if known): 41790 Amount of Claim as Filed with respect to ISIN XS0366125507: US\$1,000,000.00 Amount of Claim as Filed with respect to ISIN XS0366125507 to be Transferred: US\$1,000,000.00 (or 100.00% of the Amount of Claim as Filed

Allowed Amount of Claim with respect to ISIN XS0366125507: US\$887,054.38
Allowed Amount of Claim with respect to ISIN XS0366125507 to be Transferred: US\$887,054.38 (or 100.00% of the Allowed Amount of Claim)

Date Claim Filed: 19 October 2009

Phone:

Last Four Digits of Acct. #:

Phone: + 44 207 677 7974

E-mail: <u>Indistressed@morganstanley.com</u>

Phone: + 212 530 1800

566570.1/9999-00999

Last Four Digits of Acct #: n/a

Name and Address where transferee payments should be sent (if different from above):

Wire Instructions:

USD PAYMENT INSTRUCTIONS:

TO: CHASE MANHATTAN NEW YORK, NY

SWIFT: CHASUS33

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 066617758 REF: Fixed Income

EUR PAYMENT INSTRUCTIONS:

TO: CITIBANK N.A. SWIFT: CITIGB2L

ACCOUNT NAME: MORGAN STANLEY & CO.

INTERNATIONAL plc

SWIFT: MSLNGB2X ACCOUNT NUMBER: 12221071

IBAN: GB15CITI18500812221071

REF: Fixed Income

Last Four Digits of Acct #: n/a

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

MORGAN STANLEY & CO. INTERNATIONAL PLC

BRIAN CRIPPS
Authorised Signatory

Date: 21.2.2013

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 Y.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged, FOUR WINDS INTERNATIONAL LTD ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to MORGAN STANLEY & CO. INTERNATIONAL PLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage / nominal amount specified in <u>Schedule 1</u> attached hereto (the "<u>Purchased Claim</u>"), in Seller's right, title and interest in and to Proof of Claim Number 41790 filed by or on behalf of Seller (the "<u>Proof of Claim</u>") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this <u>11</u> day of February 2013.

SELLER

FOUR WINDS INTERNATIONAL LTD

Name:

Title:

Flat 10, St. George's Court 81A Kadoorie Avenue Kowloon, Hong Kong

E- mail: comeshare@hotmail.com

PURCHASER

MORGAN STANLEY & CO. INTERNATIONAL

PLC

By:___ Name:

Name: Title:

BRIAN CRIPPS
Authorised Signatory

25, Cabot Square Canary Wharf London E14 4QA

E- mail: lndistressed@morganstanley.com

Purchased Claim

100% = US\$1,000,000.00 of US\$1,000,000.00 (the claim amount with respect to ISIN XS0366125507 as set forth in the Proof of Claim). 100% = USS887,054.38 of USS887,054.38 (the allowed claim amount with respect to ISINXS0366125507 as set forth in the Notice).

Lehman Programs Securities to which Transfer Relates

| Description of Security | ISIN/CUSIP Issuer | | Guarantor | Principal/Notional Coupon Maturity | Coupon | Maturity |
|----------------------------|-------------------|----------|--------------|------------------------------------|------------|-------------|
| | | | | Accrued Interest | | |
| Lehman Brothers | XS0366125507 | Lehman | Lehman | US\$1,000,000.00 | 1 YR HK | 3 June 2009 |
| Treasury CO. BV | | Brothers | Brothers | | BASKET | |
| Program Securities | | Treasury | Holdings Inc | | DAILY ACC | |
| Bonds | | CO. BV | | | CALLABLE | |
| | | | | | ELN IN USD | |

Schedule 1-1

| United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 | LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM |
|--|---|
| In Re: Lehman Brothers Holdings Inc., et al., Debtors. Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered) | Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. |
| Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 | 08-13555 (JMP) 0000041790 |
| Name and address of Creditor: (and name and address where notices should be Creditor) Four Winds International Ltd Flat 10, St. George's Court 81A Kadoorie Avenue Kowloon, Hong Kong Telephone number: 852-2375 2002 Email Address: comeshare@ho Name and address where payment should be sent (if different from above) | claim amends a previously filed claim. Court Claim Number: (If known) Filed on: |
| Telephone number: Email Address: | statement giving particulars. |
| 1. Provide the total amount of your claim based on Lehman Programs Securities Programs Securities as of September 15, 2008, whether you owned the Lehman and whether such claim matured or became fixed or liquidated before or after S dollars, using the exchange rate as applicable on September 15, 2008. If you are you may attach a schedule with the claim amounts for each Lehman Programs S Amount of Claim: \$\frac{1,000,000.00}{1,000.00}\$ or such other amount as may 1. Check this box if the amount of claim includes interest or other charges in 2. Provide the International Securities Identification Number (ISIN) for each this claim with respect to more than one Lehman Programs Security, you may a which this claim relates. XS036612550 | Programs Securities on September 15, 2008 or acquired them thereafter, eptember 15, 2008. The claim amount must be stated in United States is filing this claim with respect to more than one Lehman Programs Security, security to which this claim relates. Dee determined in accordance with the terms of the applicable documentation and subject to applicable law addition to the principal amount due on the Lehman Programs Securities. Lehman Programs Security to which this claim relates. If you are filing teach a schedule with the ISINs for the Lehman Programs Securities to |
| 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronia ppropriate (each, a "Blocking Number") for each Lehman Programs Security f from your accountholder (i.e. the bank, broker or other entity that holds such set than one Lehman Programs Security, you may attach a schedule with the Blocki relates. | c Reference Number, or other depository blocking reference number, as for which you are filing a claim. You must acquire a Blocking Number curities on your behalf). If you are filing this claim with respect to more |
| Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction number: 6040954. (Require | |
| 4. Provide the Clearstream Bank, Euroclear Bank or other depository participan you are filing this claim. You must acquire the relevant Clearstream Bank, Euroccountholder (i.e. the bank, broker or other entity that holds such securities on numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository P | oclear Bank or other depository participant account number from your your behalf). Beneficial holders should not provide their personal account |
| (Required | / · · (\(\(\) \) |
| 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Ba disclose your identity and holdings of Lehman Programs Securities to the Debto reconciling claims and distributions. Date. Signature: The person filing this claim must sign it. Sign an | rs for the purpose of d print name and title, if any, |
| of the creditor or other person authorized to file this claim an number if different from the notice address above. Attach cop any. | py of power of attorney, if |
| Penalty for presenting fraudulent claim: Fine of up to \$500,000 of im | |
| BHOY TUK SANGI, & | (NCCIDN) |

Disclosure for Lehman Securities Programs Proof of Claim

Description of Security:

LEH RAN 2318,2628HK JUN 03 2009

ISIN:

XS0366125507

CAVS ID (N&R Event ID):

78686838

Account Number:

045H19885

Name of Beneficial Owner(s):

FOUR WINDS INTERNATIONAL LIMITED

Contact Name:

Mr. Peter Choy

Telephone Number:

852-2375 2002

Email address:

comeshare@hotmail.com

| Morga Corporate Ac | n Stanle | y | | Morgan Stanley & Co. International PLC 25 Cabot Square Canary Wharf London E14 4QA |
|--|---|----------------------------------|-----------------------------|---|
| Date: 15th Octob | per 2009 Subj | ect: Lehman Secur | rities Programs Pro | oof Of Claim |
| To: whom it i | may concern Com | pany: EPIQ Bankru LLC – New Y | ptcy Solutions, | Fax: |
| | | | | Tel: +1 503 597 7691 |
| | | | | |
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| message is not the intenti- | ed recipient, or the person respon nication is strictly prohibited. If you | sible for delivering the messag | e to the intended recipient | ation that is confidential. If the reader of this i, you are hereby notified that any copying or y us immediately by telephone and destroy this |

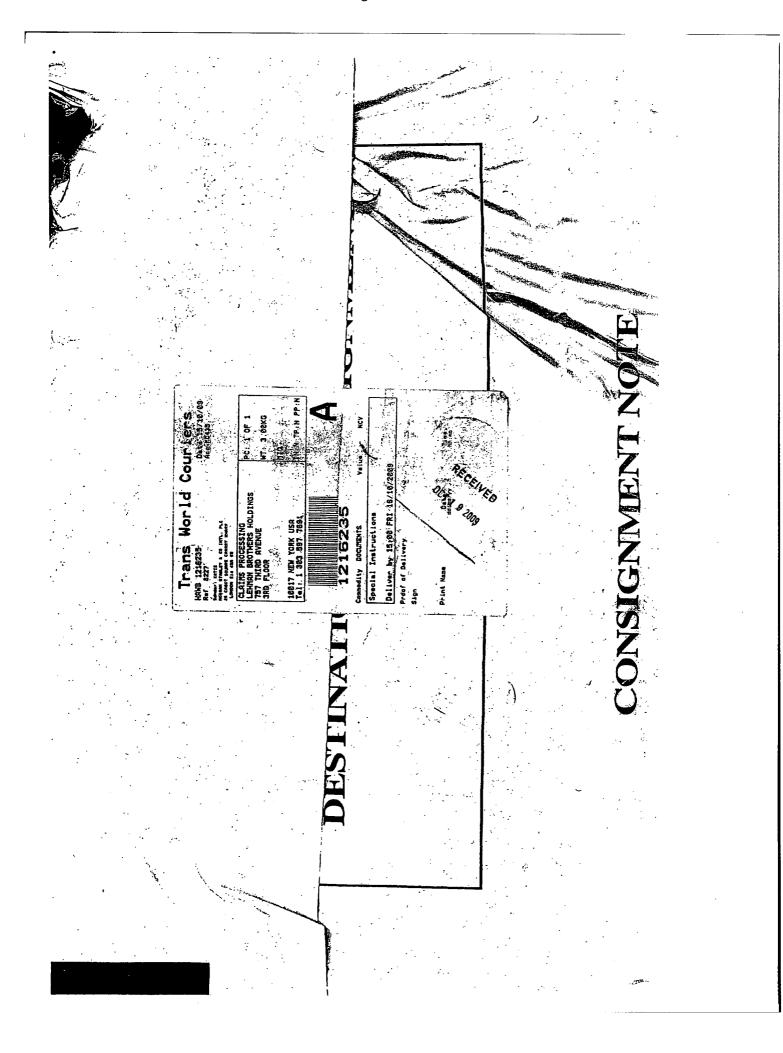
| From: | Jane Hankin | email: jane.hankin@morganstanley.com | ı |
|-------------|-------------------|--------------------------------------|---|
| Department: | Corporate Actions | | |
| Fax: | +44 207 056 2396 | Telephone: +44 207 677 3819 | 4 |

Message

communication. Thank You.

Please find enclosed 40 Proof of Claim Forms for Lehman Program Securities linked to Euroclear acct 91437.

Trust all is in order, please do not hesitate to contact us if there are any problems.



D E L E R Y